

FILED

IN RE:

Jerry Dewayne Polk and Ginger Leigh Polk  
DEBTOR(S)

CASE NO. 05-10043

MAR 21 AM 9:37

**RELINQUISHMENT OF SECURITY AND RIGHT TO REDEEM, MOTION TO LIFT COURT  
AUTOMATIC STAY AND APPLICATION FOR ABANDONMENT**

The undersigned debtor(s) hereby relinquishes the property hereinafter set out to the creditor hereinafter set out to the reason that the debtor does not wish to retain the secured property and does, by this instrument, release and relinquish the same to the said creditor and does further relinquish the debtor's right to redemption of said property under Section 722 of the Bankruptcy Reform Act of 1978, fully understanding that the debtor(s) have the right to redeem said property by paying to the holder of the lien the amount of the allowed secured claim, but by the signing of this instrument does hereby give and waive this right.

The undersigned creditor hereby makes application for abandonment of the property hereinafter set out for the grounds set out below.

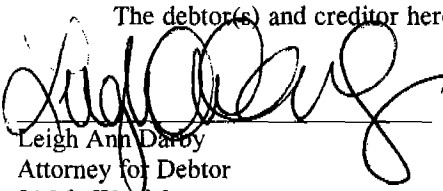
**Description of Collateral**

2000 Pontiac Montana  
1GMDX03E7YD159179

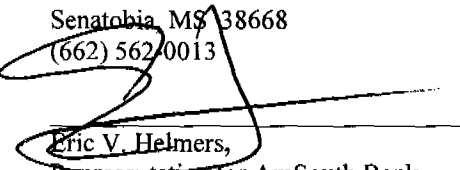
**GROUND FOR ABANDONMENT**

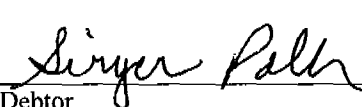
No non-exempt equity for the benefit of the estate

The debtor(s) and creditor herein move the court to lift the automatic stay as to the said property.

  
Leigh Ann Darby  
Attorney for Debtor  
216 S. Ward Street  
Senatobia, MS 38668  
(662) 562-0013

  
Debtor

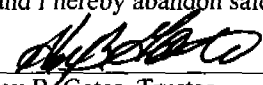
  
Eric V. Helmers,  
Representative for AmSouth Bank  
722 AmSouth Center  
Nashville, TN 37237-0722  
(615) 748-2199

  
Debtor

**TRUSTEE'S ABANDONMENT**

I, the duly appointed Trustee in the above-styled case hereby certify that there is no equity in the below described property for the benefit of the estate and I hereby abandon said property.

Date 2/6/05

  
Alex B. Gates, Trustee  
PO Box 216  
Sumner, MS 38957

**ORDER LIFTING AUTOMATIC STAY**

After considering the written motion of the debtor and creditor to lift the automatic stay, the court hereby lifts the automatic stay as to the above property and the named creditor.

Dated this the 21<sup>st</sup> day of March, 2005.

  
UNITED STATES BANKRUPTCY JUDGE

Account Number: # 001-716-9001324181  
MOC Date: February 7, 2005

1324181 05-05

# CERTIFICATE OF TITLE

## STATE OF MISSISSIPPI

VEHICLE IDENTIFICATION NUMBER <b>1GNDX03E7Y0159179</b>	MAKE <b>PONT</b>	YEAR <b>2000</b>	MODEL <b>MON</b>	BODY <b>MP</b>	TITLE NUMBER <b>8736981-01</b>
TITLE DATE <b>05222000</b>	DATE OF FIRST SALE FOR USE NEW ONLY	NO CYL <b>06</b>	NEW/USED <b>X</b>	TYPE OF VEHICLE <b>PASS</b>	PASS OR GYW <b>000</b>

**ORIGINAL**

**POLK GINGER OR JERRY**  
**1079 WAKEFIELD RD**  
**COLDWATER MS 38618**

ODOMETER - TENTHS NOT INCLUDED  
**009816**  
**ACTUAL MILEAGE**

1ST LIENHOLDER (OR OWNER IF NO LIEN)  
**AMSOUTH BANK**  
**P O BOX 1984**  
**BIRMINGHAM AL 35201**

2nd LIENHOLDER

MO | DATE | YR.  
**04/29/2000**

MO | DATE | YR.


**LIEN SATISFACTION —**  
THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

2ND LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

 IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS  
THE **23** DAY OF **MAY** **2000**  
**00139910013** **00358**  
STATE TAX COMMISSION

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described, subject to the liens or security interests herein set forth and such liens or security interests may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER  
**11082118**

**VOID IF ALTERED**



Dealer Number

Contract Number

Buyer (and Co-Buyer) Name and Address (include County and Zip Code)

Creditor (Seller Name and Address)

GINGER POLK  
JERRY POLK  
1079 WAKEFIELD RD  
COLDWATER, MS 38618 TATE

TOMMY HEAFNER MOTORS INC.  
502 NORFLEET DRIVE  
SENATOBIA, MS 38668

You, (which refers either to the Buyer or to the Co-Buyer or both), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type If truck give GVW	Vehicle Identification No.	Use for Which Purchased
USED	2000	PONTIAC MONTANA	MPV	1GMDX03E7YD159179	<input checked="" type="checkbox"/> personal <input type="checkbox"/> business <input type="checkbox"/> agricultural

The finance charge on this contract is (1) a sum computed on the outstanding principal balance at an annual percentage rate derived by deducting the Bank Processing fee from the finance charge disclosed below plus (2) the Bank Processing fee.

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 1300.00.
8.20 %	\$ 5399.40	\$ 24285.00	\$ 29684.40	\$ 30984.40

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
60	\$494.74	Monthly beginning: 05/29/2000	

☐ Variable rate. The annual percentage rate may increase during the term of this Contract if the Consumer Variable Base Rate of N/A (the Bank) increases. Any increase will take effect on the 1st day of each month and will result in more payments of the same amount. For example: If your Contract were for \$10,000 at 15% for 3 years, payable in 36 \$346.65 payments, and the rate increased to 16% in one (1) year, you would have to make one (1) additional payment of \$97.03.

**Late Charge.** If a payment is not paid in full within 10 days after it is due, you will pay a late charge payment of 5% of the late payment or \$5.00, whichever is less. Prepayment. If you pay off early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased. Collateral securing other debts you owe the Creditor may also secure this debt. Additional information. See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interests.

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including any accessories, services and taxes)  
Sales Tax \$ 575.00 State paid to: MS \$ 25575.00 (1)
- Total Downpayment:  
Cash or Equivalent:  
Cash \$ N/A Plus Rebate \$ N/A = \$ N/A (a)  
Total Cash or Equivalent  
Vehicle \$ 13500.00 minus \$ 12200.00 = \$ 1300.00 (b)  
Gross Trade-in Allowance Payor made by Seller Net Trade-in Allowance  
Trade In Year 1999 Make PONTIAC Model GRAND AM  
Lien Holder: N/A  
Cash or Equivalent Downpayment (a) plus Net Trade-in Allowance (b) = \$ 1300.00 (c)  
Down Payment (if 2(c) is negative disclose as zero; if 2(c) is positive, disclose as positive amount) \$ 1300.00 (2)
- Trade-in Vehicle amount to Finance (if 2(c) is negative) \$ (3)
- Unpaid Balance of Cash Price (1 minus 2 plus 3) \$ 24275.00 (4)
- Other charges including amounts paid to others on your behalf:  
A) Cost of Optional Mechanical repair or Warranty contract paid to: Service \$ N/A (A)  
B) Cost of optional Credit Insurance Premium Paid to: N/A \$ N/A (B)  
Life \$ N/A Disability, Accident and Health \$ N/A \$ N/A (C)  
C) Cost of Debt Cancellation (GAP) Coverage Paid to: \$ N/A (C)  
D) Fees Paid to Public Official or Government Agencies (Excluding amount in Line (1))  
(i) For license, title & registration \$ 5.00  
(ii) For filing fees \$ N/A  
(iii) Taxes (Not in Cash Price) \$ N/A \$ 5.00 (D)  
E) Other Charges (Seller must identify who will receive payment and describe purpose):  
To: N/C For: NA \$ N/C  
To: N/C For: NA \$ N/C  
To: N/C For: NA \$ N/C  
To: STATE OF MI For: STATE INSP \$ 5.00 \$ 5.00 (E)  
Total of other Charges and amounts paid to others on your behalf (Creditor may be retaining a portion of these amounts) \$ 10.00 (5)  
5. Amount Financed - Unpaid Balance (4 + 5) \$ 24285.00 (6)

Optional Credit Life/Disability Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the optional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 5B of the itemization above. Check the insurance desired:

Credit Life: ☐ Buyer ☐ Co-Buyer  
Disability, Accident and Health: ☐ Buyer ☐ Co-Buyer

Insurance Company

Term of Coverage

This Policy will pay your debt on this contract up to: \$ \_\_\_\_\_ Months \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyer Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_ Date \_\_\_\_\_

**No Liability Insurance Included.**

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Notice to Buyer: 1) Do not sign this contract before you read it or if it contains any blank spaces;  
2) You are entitled to an exact copy of the contract you sign.

BANK PROCESSING FEE OF \$ NA (INCLUDED IN FINANCE CHARGE)You signed this contract and received a copy on APR 29TH Year 2000

Buyer Signature: [Signature] Co-Buyer Signature: [Signature]  
Co-Buyers - A "Co-Buyer" is a person who is responsible for paying the entire debt. The Co-Buyer knows the Creditor has a security interest in the vehicle and consents to the security interest.

Creditor/Seller/Dealer Signature: TOMMY HEAFNER MOTORS INC. By: [Signature] Title: Genl Mgr

Assigned subject to terms on reverse side:

☒ With recourse  
☐ Without recourse  
☐ With full repurchase.

☐ With partial repurchase, for the lesser of (A) the unpaid balance or (B) \$ \_\_\_\_\_

Notice: See Other Side

ORIGINAL COPY

If the Disclosure Statement on the reverse side so indicates by selection of the VARIABLE RATE option, the annual percentage rate (herein referred to as the "APR") will be determined by the Bank's variable rate schedule, which may increase or decrease on the first day of each calendar month starting from the APR in effect on the date that the Bank originates the credit. The APR will be the sum of the Bank's variable rate schedule and the applicable margin. The APR will be disclosed to you in writing on the first day of the following month following the date of this statement, whenever it changes. The CGBR is the rate-increase or decrease generally used by the Bank in pricing variable-rate instruments known to individuals for personal, family, or household purposes, and is a markup on a benchmark rate from the Bank from time to time, but is not a monthly adjustment and does not reflect the actual percentage of the annual percentage rate that the margin is tied to the CGBR. Any change in the annual percentage rate will not affect the amount of each monthly installment payment, but the amount of a payment that shall be paid may be affected or increased accordingly. Should the Bank ever use the CGBR, the APR will designate a certain benchmark rate as its contract rate on other rates of interest contracts tied to the CGBR.